
3.0 El Paso ISD Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the IBM Customer Agreement and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by El Paso ISD.

3.1 General Responsibilities

- Assign a Project Coordinator to represent El Paso ISD regarding this contract.
- Provide full access to all El Paso ISD school locations as required under this SOW.
- Communicate with appropriate El Paso ISD personnel at your location of the work to take place and obtain their approval if necessary.
- Provide floor diagrams of affected campus locations in 8 1/2 x 11 hardcopy format.
- Provide all the necessary closet and/or equipment areas for location of network electronics, racks and cabinets as described within this SOW.
- Provide all necessary power and environmental support to accommodate all IBM and El Paso ISD provided equipment.
- Inform IBM of any change in network requirements in accordance with the IBM Project Change Control Procedure, Appendix B.
- Provide required conduit and trenching within the project schedule timeframe should El Paso ISD require IBM to utilize buried or underground conduit that does not currently exist.

3.2 Project Coordination

Prior to the start of this Statement of Work under the Agreement, El Paso ISD will designate a person, called the El Paso ISD Project Coordinator, to whom IBM communications will be addressed and who has the authority to act for El Paso ISD in all aspects of the contract.

The El Paso ISD Project Coordinator's responsibilities include:

- Provide liaison between all project participants.
- Manage the Project Change Control Procedure for El Paso ISD.
- Attend project status meetings.
- Obtain and provide information, data, decisions and approvals, within three working days of IBM's request unless EPISD and IBM agree to an extended response time.
- Help resolve project issues and escalate issues within the EPISD organization, as necessary.

3.3 Space, Facilities and Utilities

Provide installation facilities for IBM provided equipment. El Paso ISD is responsible for space allocation, HVAC and electrical considerations. El Paso ISD is responsible for providing power, light and water necessary in performance of this project.

3.4 Security and Laws

El Paso ISD will identify and make the interpretation of any applicable federal, state, and local laws, regulations and statutes to see that the services provided by IBM comply.

4.0 Deliverables/Documentation

The following items will be delivered to El Paso ISD under this Statement of Work. See Appendix A, "Deliverable Guidelines" for a description of each deliverable. Deliverable materials are Type II; there are no Type I deliverable materials.

- Status Report
- Email Planning Summary Report
- Email server configuration documentation and TCO Software license certificates
- Plan for subsequent phases of email deployment.
- Web Planning Summary Report

5.0 Schedule

5.1 Project Dates

- Start Date – July 1, 2001.
- End Date – June 30, 2002

5.2 Project Delays

IBM will not be responsible for delays or additional requirements imposed by any government agencies or unforeseen conditions such as delays in the progress of the project by your acts or neglect or the acts or neglect of your employees or separate contractors employed by you, by changes ordered in the project not caused by the fault of IBM, by labor disputes, fire, unusual delays in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes beyond IBM's control or by another cause which you and IBM agree is justifiable, the contract time shall be reasonably extended and the charges adjusted, if necessary, by Change Authorization.

6.0 Completion Criteria

IBM shall have fulfilled its obligations under this Statement of Work when any one of the following occurs:

- IBM accomplishes the tasks described in section 2.0, "IBM Responsibilities."
- El Paso ISD terminates the Project in accordance with the provisions of the IBM Customer Agreement.
- The End Date for the contract is reached.

7.0 Charges

TOTAL CHARGES:

\$3,591,600

This price does not include the charges for:

- Items involving, but not limited to tests, inspections, concealed or unknown conditions or other unanticipated events beyond our control.

-
- Increases in the Work due to plan checks or field inspections by building or planning department. In addition to the charge described above, you agree to pay us for any additional charges resulting from changes to this project scope, when approved via the Project Change Control Procedure detailed in Appendix B. IBM will submit invoices per the payment schedule as stated in Section 7.1.

7.1 Payments Schedule

IBM will invoice EPISD monthly for the services provided. Invoices are payable within 30 days of receipt by the El Paso ISD Accounts Payable Department.

8.0 Project Warranty

IBM warrants to the Owner that materials and equipment furnished under this Agreement will be new and that Work will be of good quality, free from improper workmanship and defective materials in conformance to applicable drawings and specifications.

IBM does not guarantee or warrant, either express or implied, the materials used in workmanship of supplies, materials, equipment or machinery manufactured by third parties and furnished and installed under this Agreement. IBM shall endeavor to obtain from all vendors and suppliers and assign to Owner the customary warranties and guaranties of such vendors and suppliers with respect thereto. IBM shall render reasonable assistance to Owner when requested in order to enable the Owner to enforce such warranties and guaranties by third party manufacturers and suppliers.

There are no other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

Appendix A

Deliverables/Documentation Guidelines

A.1 Monthly Status Reports

Purpose: IBM will provide Status Reports monthly during the project to describe the activities which took place during that period. Significant accomplishments, milestones and problems will be described.

Delivery: One (1) hard copy will be delivered to the EPISD Project Coordinator within five (5) working days following the reporting period.

Content: The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control summary
- Problems, concerns, and recommendations

A.2 Email Planning Summary Report

Purpose: IBM will provide the Email Planning Summary Report at the completion of the Email Installation Planning task to summarize the results of the planning for Email installation.

Delivery: One (1) hard copy will be delivered to the EPISD Project Coordinator within five (5) working days following the reporting period.

A.3 Email Server Configuration Documentation and TCO Software license certificates

Purpose: IBM will provide these Deliverables/Documentation upon completion of the Email Deployment task to describe the activities which took place during that period.

Delivery: One (1) hard copy of the Email Server Configuration Documentation along with the TCO Software license certificates will be delivered to the EPISD Project Coordinator within five (5) working days following the reporting period.

A.4 Plan for Subsequent Phases of Email Deployment

Purpose: IBM will provide this documentation at the completion of the Email Follow up task.

Delivery: One (1) hard copy will be delivered to the EPISD Project Coordinator within five (5) working days following the reporting period.

Content: The report will consist of the plan for ongoing email deployment.

A.5 Web Planning Summary Report

Purpose: IBM will provide this report at the completion of the Web Maintenance Follow up task.

Delivery: One (1) hard copy will be delivered to the EPISD Project Coordinator within five (5) working days following the reporting period.

Appendix B

Project Change Control Procedure

When both of us agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, schedule or other terms. Depending on the extent and complexity of the requested changes, IBM may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, IBM will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Product	Description	Qty
5765-C34	AIX Version 4	1
4061	AIX 4.3	1
7305	Preinstall Final Light Manufacture Indicator	1
9001	Asset Registration	1
5692-AIX	System Software	1
0598	AIX Welcome Center	1
0838	AIX 4.3 Update CD	1
0857	AIX 4.3	1
0859	Preinstall AIX 4.3 Server Bundle	1
0860	AIX 4.3 Bonus Pack - Non Export.	1
1004	CD-ROM Process Charge	1
2924	English	1
3410	CD-ROM	1
5924	AIX 4.3 PII - English	1
7305	Preinstall Final Light Manufacture Indicator	1
9001	Asset Registration	1

Product	Description	Qty
7026-M80	RS/6000 Enterprise Server Model M80	1
	1.44MB 3.5-in Diskette Drive	1
	Integrated SCSI-2 F/W Adapter	1
	Integrated Ultra2 SCSI Adapter	1
	Integrated Ethernet Adapter	1
0009	Final Light Manufacture	1
2624	32x Speed CD-ROM	1
2830	POWER GXT130P Graphics Adapter (PCI)	1
2968	10/100 Mbps Ethernet PCI Adapter	1
2975	10/100/1000 Base-T Ethernet PCI Adapter	1
3027	9.1 GB 10K RPM Ultra SCSI Disk Drive	2
3142	Remote I/O Cable - 3m	2
4073	Memory Board, 32-position	1
4133	1024 MB Memory (8x128MB DIMMs)	2
5200	2-Way RS64 III 500MHz Processor Card, 4MB L2 Cache	1
5992	System Control and Initialization Cable	1
6132	CEC to Primary I/O Drawer Power Control Cable, 3m	1
6196	76A Processor Power Regulator	1
6205	PCI Dual Channel Ultra2 SCSI Adapter	1
6230	Advanced SerialRAID Plus Adapter	1
6235	32 MB Fast-Write Cache Option Card	1
6283	Redundant AC Power Supply, I/O Drawer, 595W	1
6284	Redundant AC Power Supply, CEC, 1100W	1
6324	Primary I/O Drawer, 5 EIA	1
6540	IPL Disk Mounting Hardware, Cables, Terminator	1
7305	AAP Preinstall - SDF Ship	1
9172	AC Power Specify	1
9300	Language - English (US)	1

3580-L11 Ultrium External Drive	1
8001 Ultrium Data Cartridge	4
8002 Ultrium Cleaning Cartridge	1
9600 Attached to RS/6000 System	1
9703 2.5m VHDCI to HD68 SCSI Cable	1
9800 2.7m Power Cord 125V, 15A - U.S./Canada	1

7014-T42 Enterprise Rack - 42 EIA	1
0129 Content : 7026-M80 (8 EIA)	2
0156 Content : 7133-D40 (4 EIA)	1
0176 Content : FC 6324 (5 EIA)	2
0183 Content : 9910-A30 (5 EIA)	1
6081 Front Trim Kit for 2.0m Rack, Black	1
6086 Suite Attach Kit for 2.0m Rack, Black	1
6098 Side Panel for 1.8 or 2.0m Rack, Black	2
6171 Additional Power Distribution Unit, Side-Mount, 1 Phase	1
9171 Power Distribution Unit, Side-Mount, 1 Phase	1
9300 Language - English (US)	1
9800 Rack Power Cord - US/Canada	1

7133-D40 Advanced SSA Disk Subsystem (Rack-Mounted)	1
0987 Rochester Integration	1
8022 50/60Hz AC, 300 VDC Power Supplies	1
8031 Raven Black Drawer Cover	1
8518 One 10K/18.2GB Advanced Disk Drive Module	16
8802 2.5m Advanced SSA Cable	2
8805 5m Advanced SSA Cable	4
9300 Language - English (US)	1

9910-A30 APC 5000VA Smart-UPS Rack-Mount	1
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Product	Description	Qty
5765-C34 AIX Version 4		1
4061 AIX 4.3		1
7305 Preinstall Final Light Manufacture Indicator		1
9001 Asset Registration		1
5692-AIX System Software		1
0598 AIX Welcome Center		1
0838 AIX 4.3 Update CD		1
0857 AIX 4.3		1
0859 Preinstall AIX 4.3 Server Bundle		1
0860 AIX 4.3 Bonus Pack - Non Export.		1
1004 CD-ROM Process Charge		1

2924	English	1
3410	CD-ROM	1
5924	AIX 4.3 PII - English	1
7305	Preinstall Final Light Manufacture Indicator	1
9001	Asset Registration	1

Product	Description	Qty
7026-M80	RS/6000 Enterprise Server Model M80	1
	1.44MB 3.5-in Diskette Drive	1
	Integrated SCSI-2 F/W Adapter	1
	Integrated Ultra2 SCSI Adapter	1
	Integrated Ethernet Adapter	1
2624	32x Speed CD-ROM	1
2830	POWER GXT130P Graphics Adapter (PCI)	1
2968	10/100 Mbps Ethernet PCI Adapter	1
2975	10/100/1000 Base-T Ethernet PCI Adapter	1
3027	9.1 GB 10K RPM Ultra SCSI Disk Drive	2
3142	Remote I/O Cable - 3m	2
4073	Memory Board, 32-position	1
4133	1024 MB Memory (8x128MB DIMMs)	2
5005	Preinstall	1
5200	2-Way RS64 III 500MHz Processor Card, 4MB L2 Cache	1
5992	System Control and Initialization Cable	1
6132	CEC to Primary I/O Drawer Power Control Cable, 3m	1
6196	76A Processor Power Regulator	1
6230	Advanced SerialRAID Plus Adapter	1
6235	32 MB Fast-Write Cache Option Card	1
6283	Redundant AC Power Supply, I/O Drawer, 595W	1
6284	Redundant AC Power Supply, CEC, 1100W	1
6324	Primary I/O Drawer, 5 EIA	1
6540	IPL Disk Mounting Hardware, Cables, Terminator	1
9172	AC Power Specify	1
9300	Language - English (US)	1

Product	Description	Qty
License		
5765-C34	AIX Version 4	1
4061	AIX 4.3	1
5005	Preinstall	1
9001	Asset Registration	1
5692-AIX	System Software	1
0598	AIX Welcome Center	1
0838	AIX 4.3 Update CD	1
0857	AIX 4.3	1
0859	Preinstall AIX 4.3 Server Bundle	1

0860 AIX 4.3 Bonus Pack - Non Export.	1
1004 CD-ROM Process Charge	1
2924 English	1
3410 CD-ROM	1
5005 Preinstall	1
5924 AIX 4.3 PII - English	1
9001 Asset Registration	1

Product	Description	Qty
7046-B50	RS/6000 Model B50	4
	375 MHz 604e PowerPC Processor	4
	1.44MB 3.5-in Diskette Drive	4
	Integrated Ultra SCSI Adapter	4
	Integrated Ethernet Adapter	4
	Standard Mounting Rails	4
2624	32x Speed CD-ROM Drive	4
2830	POWER GXT130P Graphics Adapter (PCI)	4
3112	9.1 GB Ultra SCSI Disk	8
3752	Service Package	4
4169	256 MB SDRAM DIMM, 168 Pin	16
4951	4-port 10/100 Mbps Ethernet Adapter	4
5005	Preinstall	4
9300	Language - English (US)	4
9911	Rack Power Cord - ALL IBM Racks, 4m	4

Product	Description	Qty
5765-C34	AIX Version 4	4
4061	AIX 4.3	4
5005	Preinstall	4
9001	Asset Registration	4
5692-AIX	System Software	4
0598	AIX Welcome Center	4
0838	AIX 4.3 Update CD	4
0857	AIX 4.3	4
0859	Preinstall AIX 4.3 Server Bundle	4
0860	AIX 4.3 Bonus Pack - Non Export.	4
1004	CD-ROM Process Charge	4
2924	English	4
3410	CD-ROM	4
5005	Preinstall	4
5924	AIX 4.3 PII - English	4
9001	Asset Registration	4

Product	Description	Qty
94G7445	8-port Console Server Selector Switch	1

Additional Services

Product	Description	Qty
HW/INTG	Hardware and Software Integration Standard load of UNIX operating sys, Memory, Storage devices, I/O adapters, Device drivers and load device.	1

Product Covered:

7026-H80, 7316-TF1, 7026-M80 X 2,
7133-D40, 7014-T42 X 2, 7046-B50 x 4
9910-A30 X 2, All System OS

EXECUTED at El Paso, Texas on the day and year first above mentioned:

IBM



Don Kaiser

Principal

IBM Global Services

Houston, Texas

1-18-01

Date

**EL PASO INDEPENDENT SCHOOL
DISTRICT**



Yinuo Du

Executive Director

Technology and Information Systems

El Paso, Texas

1-18-1

Date

IBM
PROPOSAL TO
EL PASO INDEPENDENT SCHOOL DISTRICT
FOR CABLING SERVICES



JANUARY 18, 2001



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STATEMENT OF WORK

Introduction

This section describes the Services that IBM will provide under the terms of the IBM Customer Agreement (ICA) and this Statement of Work (SOW). Specifically, IBM will provide El Paso Independent School District (El Paso ISD) with a set of customized e-ratable services, with supporting documentation. The details of the Services to be provided are described in this section. These Services will be provided at existing and newly built El Paso ISD locations in El Paso, Texas.

IBM will provide the cabling installation, and functional testing to El Paso ISD to support moves, adds and changes for the existing cable plant. This Statement of Work is comprised of the following sections:

- 1.0 Assumptions
- 2.0 IBM Responsibilities
- 3.0 El Paso ISD Responsibilities
- 4.0 Deliverable Materials - Documentation
- 5.0 Project Schedule
- 6.0 Completion Criteria
- 7.0 Charges
- 8.0 Project Warranty

The following are incorporated in and made part of this Statement of Work:

- Appendix A, Deliverable Materials - Documentation
- Appendix B, Project Change Control Procedure
- Appendix C, Wiring Installation Standards
- Appendix D, Cabling Installation and Testing Specifications
- Appendix E, Component Pricing

Changes to this Statement of Work will be processed in accordance with the procedure described in Appendix B, "Project Change Control Procedure." The investigation and the implementation of changes may result in modifications to the Schedule, Charges or other terms of this Statement of Work.

This proposal will expire December 31, 2001

1.0 Assumptions

This SOW is based on the following assumptions:

General Scope Description

1. Only those components specified in this SOW are to be supplied and installed by IBM. Additional components can be specified via the Project Change Control Procedure detailed in Appendix B.
2. Media runs from the underground distribution box to a portable or cottage are an average distance of seventy-five (75) feet.
3. Media runs from the existing MDF to the IDF are three hundred fifty (350) feet average distance inside the building that houses the MDF and one hundred (100) feet average distance outside the building that houses the MDF.
4. Work to be performed at specific sites will be mutually agreed to and scheduled with IBM and El Paso ISD at least ten (10) business days prior to the commencement of the work.
5. IBM and our subcontractor must have unlimited, unrestricted access to all buildings. Any security requirements inclusive of guards, security codes/access codes, lighting and internal access and/or central monitoring are the responsibility of El Paso ISD.
6. IBM will be provided with access badges, keys and combinations or escorts to perform the work described in this SOW. Any delay encountered due to unavailability of buildings may result in additional charges being incurred by El Paso ISD. If this situation arises, it will be addressed via the Project Change Control Procedure detailed in Appendix B.
7. Adequate wall space/wiring closet space will be made available to IBM for the purpose of placing MDF/IDF products and equipment installed under this agreement. It is understood by IBM and El Paso ISD that any delay encountered due to insufficient wall space/insufficient wiring closet space may result in time delays and additional charges incurred by El Paso ISD. If this situation arises, it will be addressed via the Project Change Control Procedure detailed in Appendix B.
8. It is understood by El Paso ISD and IBM that this SOW is based upon the Start Date provided below. In the event this date is not achieved, IBM reserves the right to extend the projected project End Date on a working day for working day basis, and as mutually agreed upon by IBM and El Paso ISD via the Project Change Control Procedure detailed in Appendix B.
9. It is understood by El Paso ISD and IBM that this SOW and the pricing associated with this SOW are based upon the award of the total proposed SOW described in this document. The work described in this SOW will be performed during one continuous phase.
10. This Statement of Work applies only to 90% eligible buildings identified in FCC Form 471.

Exclusions from this Statement of Work

1. IBM is not responsible under this SOW for the identification or correction of any existing safety and/or code violations, whether federal, state or local, including but not limited to fire and electrical codes. If IBM should discover any safety and/or code violations during the course of this project, IBM will notify El Paso ISD of the



problem. IBM will not be required to proceed with its work under this SOW until El Paso ISD remedies such violation, nor will IBM be responsible for delays to the work caused by such violation.

2. IBM will not be responsible for the detection or removal of asbestos, hazardous waste or other pollutants.
3. It is specifically understood by El Paso ISD and IBM that all matters relating to detection and/or abatement or removal of asbestos, hazardous waste or other pollutants are beyond the scope of this contract and that IBM shall not be liable for any delay or additional cost incurred as a result of such detections and/or abatement. If asbestos, hazardous waste or other pollutants are uncovered during the course of the work on the contract, then El Paso ISD shall be responsible for retaining the experts necessary to remove such asbestos, hazardous waste or pollutants from the site. El Paso ISD shall also be responsible for any testing and corresponding with appropriate government authorities.
4. Relocation and testing of existing computers, telecommunications, or CCTV equipment(s) or systems are not required as part of this SOW.
5. Removal of existing telecommunications or CCTV cabling is not required as part of this project.
6. Installation of any hardware, software and network electronics not specified in this SOW (e.g., workstations, servers, printers, routers, DSUs/CSUs, repeaters, modulators) are the responsibility of El Paso ISD.
7. We are not providing any Year 2000 services under this Statement of Work. IBM Product Specifications specify the Year 2000 readiness of the IBM Products. We do not make any representations regarding the Year 2000 readiness of the non-IBM Products.

Under the terms of this Statement of Work we are not responsible for 1) your products, 2) a third party's products (including products you license from our subcontractors) or 3) IBM's previously installed Products, ("Other Products") to correctly process or properly exchange accurate date data with the Products or deliverables we provide. We will be relieved of our obligations under this Statement of Work due to the inability of such Other Products to correctly process or properly exchange accurate date data with the Products or deliverables we provide to you. You acknowledge that it is your responsibility to assess your current systems and take appropriate action to migrate to Year 2000 ready systems.

8. It is understood by El Paso ISD and IBM that all matters relating to physical construction of new wiring closets/equipment locations and retrofits for existing wiring closets/equipment locations, (general construction buildout, HVAC, electrical, lighting, construction permits) is the responsibility of El Paso ISD.

2.0 IBM Responsibilities

2.1 Project Coordination

Task Description: The objective of this task is to provide technical direction, maintain project control and to establish a framework for reporting, procedural, and contractual activity for the IBM tasks described. This task consists of the following activities and documentation:

- Establish procedures and coordinate IBM efforts with the El Paso ISD Contact Person
- Develop and maintain work plans for the performance of IBM responsibilities.
- Administer the Project Change Control Procedures.
- Review the project progress with the El Paso ISD Contact Person and team members during Monthly status meetings.
- Prepare and submit written Monthly Status Reports of IBM activities EPISD.

Completion Criteria: This task will be considered complete when the other tasks identified under IBM Responsibilities have been complete and Final Status Report has been delivered to El Paso ISD.

Deliverables / Documentation: Monthly Status Reports

2.2 Install and Test Cabling

Task Description: IBM will install and test cabling in support of the adds, moves and changes to the cabling plant for El Paso ISD per the specifications contained in Appendix D. The sub-tasks are:

- Cable up to 270 Labs with Thirty (30) cable drops each, and associated equipment.
- Cable up to 500 Labs with Ten (10) cable drops each, and associated equipment.
- Provide moves, adds and changes to the existing cable plant. It is understood that moves of cable drops will be to a point closer to the communication closet. The cable drops moved will be tested to verify that they meet specification requirements.
- Provide cabling connections between the main building at a campus and new buildings, which are not portables or cottages for the purpose of delivering signal to their IDFs.
- Provide cabling installation for designated new schools built in the District within the contract term.
- Provide cabling to attach designated portable buildings moved between campuses as required based on the terms outlined in the contract.
- Build portable IDFs for portables moved between campuses as required based on the terms outlined in the contract.
- Install specified data drops including the installation of a swing-out 19" rack (3 feet tall) in District computer labs, MDFs, and IDFs.
- Build MDFs and IDFs facilities as defined in Appendix D.

-
- Provide testing for the cabling installed under this SOW as defined in Appendix D.
 - Provide "As Built" drawing documentation for the cabling installation.
 - Compile Cabling Test Documentation.

Completion Criteria: This task will be considered complete when IBM delivers one (1) set of "As Built" drawings and one (1) copy of the Project Cabling Test Book to IBM.

Deliverables / Documentation:

- "As Built" drawings
- Project Cabling Test Book

2.3 Survey, Test and Document District Cabling Plant

Task Description: IBM will test the existing cabling plant at the various campuses of El Paso ISD to determine the reliability and performance of each plant. Each plant will be documented and any wiring segments that fail or are nominally passing will be reported to EPISD. El Paso ISD's Project Coordinator will then determine a remedial course of action to repair failing or sub performing segments. The sub-tasks are:

- Develop Testing schedule with IBM and El Paso ISD Project Coordinator.
- Provide testing for the cabling previously installed at El Paso ISD.
- Compile a Project Cabling Test Book/Documentation.
- Report on a Per-Campus Basis results of failed or nominally performing wiring segments.

Deliverables / Documentation: Project Cabling Test Book for existing cable plant

3.0 El Paso ISD Responsibilities

The responsibilities listed in this section are in addition to those responsibilities specified in the IBM Customer Agreement and are to be provided at no charge to IBM. IBM's performance is predicated upon the following responsibilities being fulfilled by El Paso ISD.

3.1 Project Coordination

Provide a Project Coordinator for the duration of the project to whom IBM and El Paso ISD communications can be addressed and who has the authority to act on behalf of El Paso ISD on all aspects of the project.

- Manage and perform the El Paso ISD Responsibilities contained in Section 3.0.
- Provide liaison between project participants.
- Manage the Project Change Control Procedure for El Paso ISD.
- Respond within two (2) business days to any request by IBM unless mutually agreeable by EPISD and IBM.
- Help resolve project issues with the EPISD organization.

-
- Provide full access to all EL PASO ISD School locations as required under this SOW.
 - Communicate with appropriate El Paso ISD personnel at your location of the work to take place and obtain their approval if necessary.
 - Provide floor diagrams of affected campus locations in 8 1/2 x 11 hardcopy format.
 - Provide all the necessary closet and/or equipment areas for location of network electronics, racks and cabinets as described within this SOW.
 - Provide all necessary power and environmental support to accommodate all IBM and El Paso ISD provided equipment.
 - Inform IBM of any change in network requirements in accordance with the IBM Project Change Control Procedure, Appendix B.
 - Provide required conduit and trenching within the project schedule timeframe should El Paso ISD require IBM to utilize buried or underground conduit that does not currently exist.
 - Provide personnel to witness and authorize standard testing of each school building as the installation/testing activities are completed.
 - Locate and mark all water, gas, electrical or any other underground pipes or cabling in the path required for the trenching for the fiber connection, before trenching can be started.

3.2 Space, Facilities and Utilities

- Provide installation facilities for all equipment. El Paso ISD is responsible for space allocation, HVAC and electrical considerations. El Paso ISD is responsible for providing power, light and water necessary in performance of this project.
- IBM and our subcontractor will have access to all buildings to perform the IBM Responsibilities specified in this Statement of Work. Any security requirements inclusive of guard, security codes/access codes, lighting and internal access and/or central monitoring are the responsibility of El Paso ISD.
- Adequate space will be made available for the installation of all products related to this project.

3.3 Security and Laws

El Paso ISD will identify and make the interpretation of any applicable federal, state, and local laws, regulations and statutes to see that the services provided by IBM comply.

4.0 Deliverable Materials/ Documentation

The following items will be delivered to El Paso ISD under this Statement of Work. See Appendix A, "Deliverable / Documentation Guidelines" for a description of each deliverable/documentation. The deliverables are Type II materials as described in the IBM Customer Agreement.

- Monthly Status Reports
- "As-built" drawings
- Project Cabling Test Results
- Project Cabling Test Results for existing cable plant

5.0 Project Schedule

5.1 Project Dates

- Start Date – July 1, 2001.
- End Date – June 30, 2002.

5.2 Project Delays

IBM will not be responsible for delays or additional requirements imposed by any government agencies or unforeseen conditions such as delays in the progress of the project by your acts or neglect or the acts or neglect of your employees or separate contractors employed by you, by changes ordered in the project not caused by the fault of IBM, by labor disputes, fire, unusual delays in transportation, adverse weather conditions not reasonably anticipatable, unavoidable casualties or other causes beyond IBM's control or by another cause which you and IBM agree is justifiable, the contract time shall be reasonably extended and the charges adjusted, if necessary, by Change Authorization.

6.0 Completion Criteria

IBM shall have fulfilled its obligations under this Statement of Work when any one of the following occurs:

- IBM accomplishes the tasks described in section 2.0, "IBM Responsibilities,"
- El Paso ISD terminates the Project in accordance with the provisions of the IBM Customer Agreement.
- The End Date for the contract is reached.

7.0 Charges

TOTAL CHARGES:

\$7,867,400

This price does not include charges for:

- Items involving, but not limited to tests, inspections, concealed or unknown conditions or other unanticipated events beyond our control.
- Increases in the Work due to plan checks or field inspections by building or planning department. In addition to the charge described above, you agree to pay us for any additional charges resulting from changes to this project scope, when approved via the Project Change Control Procedure detailed in Appendix B. IBM will submit invoices per the payment schedule as stated in Section 7.1.

IBM understands that the decision to implement this project is contingent upon award to the District of funding under the E-Rate program. IBM will not begin work on this project without written notification from EPISD that funding has been approved and that work



should begin. If such notification has not been received by December 31, 2001, at Vendor's option, Vendor may terminate this Statement of Work or implement an extension of this Statement of Work, as well as changes in pricing or other terms and conditions as may be required, via the Project Change Control Procedure outlined in Appendix B.

7.1 Payments Schedule

IBM will invoice EPISD monthly for services provided and materials delivered to the IBM staging site during that month. Payment is due upon receipt of invoice by the El Paso ISD Accounts Payable Department.

8.0 Project Warranty

IBM warrants to the Owner that materials and equipment furnished under this Agreement will be new and that Work will be of good quality, free from improper workmanship and defective materials in conformance to applicable drawings and specifications. IBM agrees to correct Network Cabling work performed under this Agreement which proves to be defective in material (material) and/or workmanship for a period of one (1) year. For an additional fourteen (14) years, our subcontractor will provide this warranty for cabling services.

IBM does not guarantee or warrant, express or implied, the materials used in workmanship of supplies, materials, equipment or machinery manufactured by third parties and furnished and installed under this Agreement. IBM shall endeavor to obtain from all vendors and suppliers and assign to Owner the customary warranties and guaranties of such vendors and suppliers with respect thereto. IBM shall render reasonable assistance to Owner when requested in order to enable the Owner to enforce such warranties and guaranties by third party manufacturers and suppliers.

There are no other warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

Appendix A

Deliverable / Documentation Guidelines

A.1 Monthly Status Reports

Purpose: IBM will provide Status Reports Monthly during the project to describe the activities which took place during that period. Significant accomplishments, milestones and problems will be described.

Delivery: One (1) hard copy will be delivered to the EPISD Project Coordinator within five (5) working days following the reporting period.

Content: The report will consist of the following, as appropriate:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Project change control summary
- Problems, concerns, and recommendations
- Billing summary

A.2 Documentation: "As Built" Drawings

Purpose: IBM will provide 8 1/2" x 11" "As-built" drawings, marked-up plan views showing drop and MDF/IDF equipment locations.

Delivery: One (1) hard copy will be delivered to the EPISD Project Coordinator within five (5) working days following the reporting period.

Content: The report will show drop and MDF/IDF equipment locations.

A.3 Documentation: Project Cabling Test Results

Purpose: IBM will deliver one (1) copy of the Project Cabling Test Results. This will be a copy of the Cable Test Forms for Category 5 data cabling and fiber optic cabling.

Delivery: One (1) hard copy will be delivered to the EPISD Project Coordinator within thirty (30) days of project completion.

Content: The report will show cable tests results for all cable installed on this project.

A.4 Documentation: Project Cabling Tests Results for existing cable plant

Purpose: IBM will deliver one (1) copy of the Project Cabling Test Results. This will be a copy of the Cable Test forms for existing Category 5 data cabling and fiber optic cabling.

Delivery: One (1) hard copy will be delivered to the EPISD Project Coordinator within thirty (30) days of project completion.

Content: The report will show cable test results for existing cable plant.

Appendix B

Project Change Control Procedure

When both of us agree to a change in this Statement of Work, a written description of the agreed change (called a "Change Authorization") will be prepared, which both parties must sign. The Change Authorization will describe the change, the rationale for the change, and specify any change in the charges, schedule or other terms. Depending on the extent and complexity of the requested changes, IBM may charge for the effort required to analyze it. When charges are necessary in order to analyze a change, IBM will provide a written estimate and begin the analysis on written authorization. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

Appendix C Wiring Installation Standards

El Paso I.S.D.

Telecommunications wiring standards and practices

Foreword

The purpose of this section is to set forth standards for the installation of low voltage wiring typically used for telephone or data communications in any and all facilities of the El Paso I.S.D. This document is intended to establish acceptable installation practices in all El Paso ISD buildings and should be used as a contract addendum for all projects done by contract involving such wiring. As such, this document binds any contractor awarded work involving low voltage wiring to conform to the specifications herein.

Specifications

Placement/appearance

- All wiring should be placed in ceilings and walls, with only a jack (or other connector) on a faceplate establishing a connection point in all classrooms, offices, and other public areas. Data communications jacks are normally RJ45 or RJ11, and fiber optic cable terminations are normally ST connectors (either crimped or UV curved). These jacks and terminators will reside preferably on the same faceplate in a classroom or office. External control devices which would normally be placed on interior surfaces in a commercial building, must conform to UL standards and be listed by UL.
- Inside wiring closets, data connections can be made to patch panels, or (if the specifications so state) to surface mount faceplates with exposed wiring, with said wiring being bundled, and appropriately labeled. Patch cables connecting equipment must be contained in cable management trays, or wire wrapped to ensure the serviceability of the cable plant. Connection of fiber optic cable must be housed in conduit (either flexible or rigid), and be appropriately labeled. All conduit containing fiber optic cable and all patch panels and cross connecting devices must be labeled Warning - Fiber Optic Cable.
- Low voltage wiring terminating at other equipment (, multimedia distribution equipment, etc.) must conform to the connection standards of the equipment manufacturer. All such wiring must be appropriately labeled and if the wire is run into a classroom, library, multimedia room, or lab, it must be neatly installed with cables either bundled or installed into cable management devices.
- The use of Panduit TM, Wiremold TM, or other surface mount cable channel in any classroom, hallway, or other public area is expressly prohibited without prior authorization from the El Paso ISD.
- All wiring in the ceiling is to be bundled appropriately and labeled to ensure maintainability and serviceability. Said bundles are to be securely attached to the roof support structure and should not be attached to any other wire, pipe, HVAC fixture, ceiling supports, etc. Cable paths must avoid interfering with the serviceability of all



existing facilities above the ceiling. In the ceiling, all fiber optic cable must be run inside conduit (flexible or rigid) and must be labeled **Warning - Fiber Optic Cable**.

Standards

The El Paso ISD follows the EIA/TIA 568B standards for data communications cable, and all new data communications cable installed must be category 5e compliant, and be certified as such by testing with electronic scanners. All data cable compliance certifications must be delivered to the El Paso ISD prior to completion of the installation. All fiber optic cable installed must also be tested for compliance with standards and certification of such compliance must be reported to the El Paso ISD prior to the completion of the project.

Documentation

The district has a structured wiring plan in place; all additional wiring installed must be labeled appropriately. Labeling designations can be obtained from the Network Service Group of the Division of Technology. It is strongly recommended that any wiring installations be coordinated with the Network Services Group and the Facilities Departments.

Working in the campuses and school buildings

Unless prior arrangements have been made with campus, buildings and District personnel, any wiring work must be performed during non-school hours. Most campus' classes are scheduled between 7:00 a.m. and 4:00 p.m. Therefore, as a general rule, all wiring work must be done at night, on weekends, or during school holidays.

Unless other arrangements are made in advance, all classrooms, hallways, and other public areas must be restored to their normal appearance at the end of each work shift. Ceiling fans must be replaced, wall plates must be installed, and the area must be left clean in preparation for the next school day. No wiring ends, supply leftovers, or any other residue is to be left at the campus. Communication closets can be left in the work in progress stages so long as it does not interfere with the serviceability of the network and communications equipment in these rooms.

At the completion of the wiring project, all ceiling tiles must be securely in place, all access points must be covered and be cosmetically and structurally complementary of the existing building. All supplies, equipment, and tools are to be removed from the building.

Firewalls

It is the responsibility of the wiring installer to ensure that any firewall penetrations are properly sealed and conform to building codes regulating firewalls and the sealing of penetrations.

Final Walkthrough

Every wiring job will be subject to a final walk through to establish conformance with these standards. The wiring contractor is obligated to provide personnel to accompany District personnel on such inspection, if requested. Any discrepancies with these standards must be corrected before the project can be considered complete. Acceptance of the contracted work by the district will be accomplished at the final walkthrough, and is a prerequisite to payment of any invoice for services.